

AGREEMENT

This Agreement is entered into by and between the Department of Human Services hereinafter referred to as "DHS" and the Health and Environment Department, hereinafter referred to as "HED".

RECITALS:

THAT, 1615b of the Social Security Act provides for the referral by the Social Security Administration (SSA) of blind or disabled Supplemental Security Income (SSI) recipients who are under age 16 to a designated State agency, under a State plan; and

THAT, pursuant to the applicable federal regulations 42CFR513 and the approved State plan, the Health Services Division of HED is the designated State agency; and

THAT, a unit of the Health Services Division the Supplemental Security Income-Disabled Children's Program (SSI-DCP) is to provide for counseling, development of individual service plans and referral of disabled children under age 16, and to provide medical, social, developmental, and rehabilitative services for disabled children under seven years and those who have never attended public school; and

THAT, the Income Support Division (ISD) of the Department of Human Services (DHS) administers Title XIX Medicaid Services and Medicaid is the primary source of medical care for SSI-DCP children, except in those instances when another party is determined liable for payment of care;

NOW, THEREFORE, DHS and HED in consideration of their mutual undertaking as hereinafter set forth, do now agree as follows:

ARTICLE 1 PERIOD OF AGREEMENT

This Agreement shall become effective October 1, 1979, and shall terminate one (1) year after the last required signature has been obtained so long as notice of intent to terminate is received by the other agreeing party within sixty (60) days of said termination date; otherwise this agreement shall be automatically renewed for successive Federal Fiscal Years.

ARTICLE 2 PURPOSE

One purpose of this agreement is to assure that the Title XIX program remain the primary resource for purchase of medical care for SSI-DCP and all services designated in Section 300-319 of the Income Support Division Medical Assistance Manual be made available.

SSI-DCP agrees to adhere to all administrative procedures designated in Volume I of the ISD Manual and to use the designated appeals mechanism, Section 275 and 306, to appeal eligibility and patient coverage decisions whenever appropriate.

SSI-DCP agrees to refer SSI-DCP clients whose specific service needs cannot be covered by ISD to the Crippled Children's Services Program.

ARTICLE 3 REFERRALS

The SSI-DCP clients will be referred to the local ISD field offices to obtain transportation money to enable provision of necessary services. In the case that the SSI-DCP client does not receive a monthly Medicaid identification card, parents of the client should inquire at the ISD field office.

ARTICLE 4 EXCHANGE OF REPORTS

The ISD will provide the SSI-DCP Administrator with the following reports:

1. The SDX Medical Eligible Registers printout monthly.
2. Utilization on a six month basis.

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The SSI-DCP, upon request from the ISD will provide a list of SSI-DCP clients on a quarterly basis. The list will include the following information:

Name of child  
Birthdate of child  
Social Security number of child  
Date of initiation of services by the DCP

#### ARTICLE 5 FINANCING SERVICES

No budget or fund transfers are required under this agreement. There will be no charges for transfer of materials or information between ISD and SSI-DCP, and each party shall bear its own costs.

#### ARTICLE 6 MECHANISM FOR ENSURING CONTINUING AND CLOSE COOPERATION

The ISD and SSI-DCP will each designate one staff member who will hold primary responsibility for all liaison activities between the two parties.

#### ARTICLE 7 LEVELS OF SERVICE

The ISD will assure that current levels of service to eligible SSI-DCP clients will not decrease. If the scope of services or other coverage is reduced in the overall New Mexico Title XIX program, these program changes would also apply to SSI-DCP clients.

#### ARTICLE 8 PERIODIC REVIEW OF AGREEMENT

This agreement will be reviewed on an annual basis.

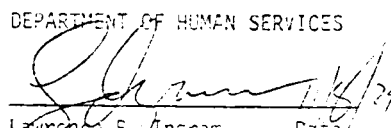
#### ARTICLE 9 CONFIDENTIALITY

Pursuant to 42 CFR 431.300 et seq. and 42 CFR 51a.112, all information as to personal facts and circumstances obtained, and all records kept by either of the parties hereto shall constitute privileged communication, shall be held confidential, and shall not be divulged without the client's consent except as may be necessary to provide needed services to that client.

#### ARTICLE 10 SCOPE OF AGREEMENT:

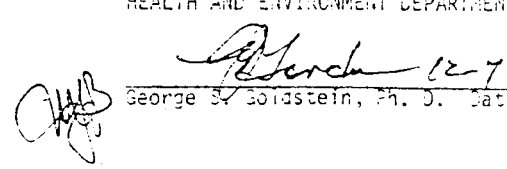
This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written agreement. No prior Agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

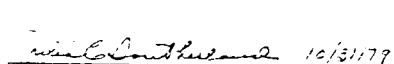
DEPARTMENT OF HUMAN SERVICES

  
Lawrence S. Ingram  
Secretary

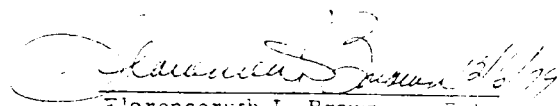
Date 10/26/81

HEALTH AND ENVIRONMENT DEPARTMENT

  
George S. Goldstein, Ph. D.  
Date 12-7

  
Julia Southerland  
Chief Attorney, DHS

Date 10/31/79

  
Florence Ruth J. Brown  
Chief Attorney, HSD

Date 12/1/79

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